

EXHIBIT B

[COUNSEL LISTED ON SIGNATURE PAGE]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WAYMO LLC,

Plaintiff,

vs.

UBER TECHNOLOGIES, INC. and
OTTOMOTTO LLC,

Defendants,

CASE NO. 3:17-cv-00939-WHA

**JOINT STIPULATION AND
~~PROPOSED~~ ORDER TO EXTEND
THE DEADLINE UNDER
PARAGRAPH 15 OF THE INTERIM
MODEL PROTECTIVE ORDER**

1 Pursuant to Civil Local Rules 6-1(b) and 6-2(a), and upon the accompanying declaration
2 of Meredith R. Dearborn, dated April 6, 2018 (“Dearborn Decl.”), Plaintiff Waymo LLC and
3 Defendants Uber Technologies, Inc. and Ottomotto LLC hereby stipulate and agree to the
4 following sixty-day extension, from April 10, 2018 until June 11, 2018, of the deadline to comply
5 with the requirements of Paragraph 15 of the Interim Model Protective Order:

6 1. On March 16, 2017, the Court ordered that the parties be bound by the Interim
7 Model Protective Order (the “Protective Order”), a true and correct copy of which is attached as
8 Exhibit A to the accompanying declaration of Meredith R. Dearborn, dated April 6, 2018. *See*
9 Dearborn Decl. ¶ 2.

10 2. Paragraph 15 of the Protective Order provides that, “[w]ithin 60 days after the
11 final disposition of this action, as defined in paragraph 4, each Receiving Party must return all
12 Protected Material to the Producing Party or destroy such material,” and further requires each
13 Receiving Party to certify in writing by the 60-day deadline (1) that all of the material subject to
14 the Protective Order was returned or destroyed, and (2) that it has not retained copies, abstracts,
15 compilations, or summaries of material subject to the Protective Order. *See* Dearborn Decl., ¶ 3
16 and Ex. A.

17 3. The parties settled this lawsuit, and a final disposition was entered on February 9,
18 2018. *See* Dearborn Decl. ¶ 4.

19 4. Each Receiving Party, as defined by Paragraph 2.17 of the Protective Order, has
20 sixty days from that final disposition, until April 10, 2018, to comply with the requirements of
21 Paragraph 15. *See* Dearborn Decl. ¶ 4 and Ex. A.

22 5. The pendency of related matters impose document preservation obligations on the
23 parties that conflict with Paragraph 15’s requirements. *See* Dearborn Decl. ¶ 5.

24 6. The parties agree that additional time is therefore needed to satisfy conflicting
25 preservation obligations, and that it is possible the parties might hereafter request additional time
26 if those obligations have not been satisfied. *See id.*

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IT IS SO STIPULATED

DATED: April 6, 2018

QUINN EMANUEL URQUHART & SULLIVAN LLP

By: /s/ David A. Perlson
David A. Perlson
Attorney for Plaintiff WAYMO LLC

DATED: April 6, 2018

BOIES SCHILLER FLEXNER LLP

By: /s/ Meredith R. Dearborn
Meredith R. Dearborn
Attorney for Defendants UBER TECHNOLOGIES,
INC. and OTTOMOTTO LLC

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: April 9, 2018


The Honorable William H. Alsup

SIGNATURE ATTESTATION

Pursuant to Local Rule 5-1(i)(3), I attest under penalty of perjury that concurrence in the filing of this document has been obtained from any other signatory to this document.

DATED: April 6, 2018

By: /s/ Meredith R. Dearborn

Meredith R. Dearborn